

METEOROLOGICAL PROGRAM

Agreement signed at Manila May 12, 1947

Entered into force May 12, 1947

Terminated upon fulfillment of its terms

61 Stat. 2858; Treaties and Other
International Acts Series 1617

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES REGARDING METEOROLOGICAL FACILITIES AND TRAINING PROGRAM

WHEREAS, the Government of the United States of America has enacted Public Law 370-79th Congress, approved April 30, 1946,¹ known as the Philippine Rehabilitation Act of 1946, whereof Section 308, entitled "Weather Information", provides:

"(a) The Chief of the Weather Bureau of the Department of Commerce is authorized to establish meteorological facilities in the Philippines as may be required to provide weather information, warnings, and forecasts for general, agricultural and commercial activities, including meteorological service for the air routes on which air-navigation facilities are operated by the Civil Aeronautics Administration, and to maintain such meteorological offices until the Philippine Weather Bureau is reestablished and in position to assume responsibility for the service.

"(b) The Chief of the Weather Bureau of the Department of Commerce is authorized, under such regulations as he may adopt, to train not to exceed fifty Filipinos in the first year and not to exceed twenty-five Filipinos in each succeeding year prior to July 1, 1950, the trainees to be designated by the President of the Philippines subject to the provisions of Section 311(c), and the training to include meteorological observations, analyses, forecasting, briefing of pilots, and such other meteorological duties as are deemed necessary in maintenance of general weather service, including weather information required for air navigation and the safe operation of air traffic. The training of these employees shall be in addition to and not in lieu of Weather Bureau employees to be trained under current Weather Bureau appropriations." and

¹ 60 Stat. 128.

WHEREAS, the Government of the Republic of the Philippines is desirous of availing itself of the benefits, facilities and services which are authorized by the above-quoted Section 308 of the said Public Law 370-79th Congress;

THEREFORE, the Government of the United States of America and the Government of the Republic of the Philippines have decided to conclude an agreement for the foregoing purposes and have agreed mutually as follows:

ARTICLE I

The responsible agent of the Government of the United States of America for effectuating the provisions of this Agreement shall be the Chief of the United States Weather Bureau of the Department of Commerce, hereinafter referred to as the Chief. The Chief may delegate to a duly authorized representative all or part of his authority for effectuating the provisions of this Agreement. The duties, functions, and powers exercised in the Republic of the Philippines under the terms of this Agreement by the Chief, or his duly authorized representative, shall be under the general supervision of the United States Ambassador accredited to the Government of the Republic of the Philippines, or, in the absence of the Ambassador, of the Charge d'Affaires ad interim of the United States of America. The Chief, or his duly authorized representative, may negotiate and conclude working agreements and contracts necessary for carrying out the provisions of this Agreement.

The responsible agent of the Government of the Republic of the Philippines for effectuating the provisions of this Agreement shall be the Director of the Weather Bureau of the Department of Agriculture and Commerce, hereinafter referred to as the Director. The Director may delegate to an officer or employee of the Weather Bureau of the Philippine Department of Agriculture and Commerce all or part of his authority for effectuating the provisions of this Agreement. The Director, or his duly authorized representative, shall be the representative of the Government of the Republic of the Philippines in the negotiation and conclusion of all working agreements and contracts necessary for carrying out the provisions of this Agreement.

The Chief and the Director shall cooperate in every way possible to carry out the spirit and purpose of this Agreement.

ARTICLE II

The Chief, or his authorized representative, shall, with the consent of and in cooperation with the Government of the Republic of the Philippines, establish, maintain, and operate such meteorological facilities in the Republic of the Philippines as may be required to provide weather information, warnings, and forecasts for general agricultural and commercial activities, including meteorological service for the air routes on which air-navigation facilities are operated, all such meteorological facilities to be operated insofar as possible

in conformance with recognized international standards for meteorological observations and procedures.

The Chief shall assign to the Republic of the Philippines for the purpose of carrying out the provisions of this Agreement a representative and assistants, including instructors and administrative personnel, the salaries and expenses of all such personnel to be paid directly by the United States Weather Bureau of the Department of Commerce.

The Chief, or his duly authorized representative, shall analyze the plans submitted by the Government of the Republic of the Philippines within the terms of this Agreement involving the expenditure of funds by the Government of the United States of America and after consultation with the Director shall approve, disapprove, or modify such plans. The Chief, or his authorized representative, upon his approval of operational plans and programs shall enter into contracts with the Government of the Republic of the Philippines when necessary for the carrying out of such programs.

ARTICLE III

The Chief shall provide for the training during the period of this Agreement of not to exceed fifty (50) citizens of the Republic of the Philippines in the first year and not to exceed twenty-five (25) citizens of the Republic of the Philippines in each succeeding year. This training will include meteorological observations, analyses, forecasting, briefing of pilots, and such other duties as are deemed necessary in the maintenance of a general weather service, including weather information required for air navigation and the safe operation of air traffic. The Chief shall provide for the payment of all expenses incidental to such training, including, but not necessarily limited to, transportation to and from and in the United States of America, allowances for tuition, educational fees, and subsistence.

Subject to the provisions of Section 311 (c) of the said Public Law 370-79th Congress, the trainees referred to in the preceding paragraph of this Article shall be designated by the President of the Philippines in accordance with procedures and standards established by the Chief. The Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names and necessary supporting documents of the trainees so designated.

ARTICLE IV

The Government of the Republic of the Philippines agrees to provide free of cost to the Government of the United States of America such lands, rights-of-way and easements necessary for carrying out the terms of this Agreement. Furthermore, the Government of the Republic of the Philippines shall furnish such equipment, facilities, and qualified personnel, including tech-

nicians, administrative personnel, and such other trained persons necessary to carry out the purposes of this Agreement, as may be available to the Government of the Republic of the Philippines. The Chief is authorized to accept and utilize for the performance of the terms of this Agreement contributions of labor, materials, equipment, and money from the Government of the Republic of the Philippines and its political subdivisions.

ARTICLE V

The responsible agent of the Government of the Republic of the Philippines shall submit to the Chief, or his duly authorized representative, plans for:

- (1) The establishment and maintenance of a suitable network of basic weather observing and reporting stations including a suitable number of stations at which upper air observations will be made;
- (2) The prompt collection of weather observations at one or more central forecasting offices and the development of weather analysis and forecasting procedures designed to furnish general weather service as well as meeting the economic requirements of domestic and international aviation and maritime commerce;
- (3) The establishment of international exchanges of weather information in accordance with recognized international standards;
- (4) The compilation and publication of weather records and reports including the results of meteorological investigations;
- (5) The training of technical and professional personnel required to maintain a modern weather service;
- (6) Fiscal requirements for the inauguration, maintenance, and operation of the foregoing programs.

ARTICLE VI

The Government of the Republic of the Philippines will cooperate with the Chief, or his duly authorized representative, in providing such temporary or permanent office and other space and facilities as may be required and shall render all practicable assistance in securing adequate housing accommodations, at reasonable rental rates, for personnel of the United States Weather Bureau of the Department of Commerce engaged in effectuating this program, and their families.

ARTICLE VII

The Government of the Republic of the Philippines will save harmless all offices and employees of the United States Weather Bureau of the Department of Commerce who are citizens of the United States of America from damage suits or other civil actions arising out of their performance of their official duties under this Agreement.

ARTICLE VIII

Officers, employees and agents of the Government of the United States of America who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees, or agents of the United States Weather Bureau of the Department of Commerce over all bridges, ferries, roads, and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

ARTICLE IX

Pending the conclusion of negotiations now being considered by the Government of the United States of America and the Government of the Republic of the Philippines, no import, excise, consumption, or other tax, duty, or impost shall be levied on funds or property in the Republic of the Philippines which are owned by the United States Weather Bureau of the Department of Commerce and used for purposes under the present Agreement or on funds, materials, supplies, and equipment imported into the Republic of the Philippines for use in connection with such purposes; nor shall any such tax, duty, or impost be levied on the personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use of or consumption of the United States Weather Bureau personnel who are United States citizens; nor shall any export or other tax be placed on any such funds or property, including United States Government property, in the event of its removal from the Republic of the Philippines.

ARTICLE X

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

ARTICLE XI

All commitments made in this Agreement on the part of the Government of the United States of America shall be subject to the availability of appropriated funds by the Government of the United States of America.

ARTICLE XII

This Agreement shall become effective on the date of its signature and shall continue in effect until completely executed on both sides, but in no event later than June 30, 1950; provided, however, that this Agreement

may be revised, amended, or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the two contracting parties; and provided further that either Government may terminate this Agreement by giving to the other party ninety days notice in writing through diplomatic channels.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this 12th day of May, 1947.

For the Government of the United States of America:

NATHANIEL P. DAVIS

*Chargé d'Affaires ad interim of the
United States of America at Manila*

For the Government of the Republic of the Philippines:

MARIANO GARCHITORENA

Secretary of Agriculture and Commerce